

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

KATHRYN TEETS, LISA BECK
AND MELISSA WAARA,

Plaintiffs,

Case No.: 2:23-cv-11362
Hon.: Mark A. Goldsmith

Vs.

WYANDOTTE PUBLIC SCHOOL DISTRICT,
CITY OF WYANDOTTE, WYANDOTTE BOARD
OF EDUCATION, WYANDOTTE CITY COUNCIL,
ROBERT A. DESANA, T-MOBILE CENTRAL LLC,
DR. CATHERINE M. COST, KENNETH LAUB,
JESUS PLASENCIA, GREGORY J. MAYHEW,
MICHAEL SWIECKI, CYNTHIA KINNEY,
STEPHANIE MIELLO, KATHRYN BEDIKIAN,
DANA BROWNING, ROBERT KIRBY, PATRICK SUTKA,
THERESA CRNKOVICH, KATHLEEN KANE,
CAROLYN MARTINEX, FRANK TARNOWSKI and
KELLY WEBBER,

Defendants.

Joshua Castmore (P76326)
Attorney for Plaintiffs
CASTMORE LAW, PLLC
2475 8th Street
Wyandotte, MI 48192
(313) 608-4511

Christyn M. Scott (P67485)
Howard B. Iwrey (P39635)
DYKEMA GOSSETT PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0700

Robert J. Berg
Attorney for Plaintiffs
LAW OFFICE OF ROBERT J. BERG
PLLC
17 Black Birch Ln.
Scarsdale, NY 10583
(914) 422-9455

MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO, P.C.
T. Scott Thompson
555 12th Street NW, Suite 1100,
Washington, DC 20004
(202) 434-7440

Kevin T. Sutton (P65364)
Attorney for School District Defendants
MILLER JOHNSON
500 Woodward Avenue, Suite 2800
Detroit, MI 48226
(313) 672-6930

John T. Eads, III (P43815)
GORDON REES SCULLY
MANSUKHANI
Co-Counsel for School District Defendants
3700 Woodward Avenue, Suite 225
Bloomfield Hills, MI 48304

William R. Look (P28563)
WILLIAM R. LOOK, P.C.
Attorney for Defendants,
City of Wyandotte,
Robert A. DeSana,
Jesus Plasencia,
Gregory J. Mayhew,
Wyandotte City Council
2241 Oak Street
Wyandotte, MI 48192
(734) 285-6500

Alain P. Mathieu
One Financial Center
Boston, MA 02111
(617) 348-1895
(Admitted only in Massachusetts;
Application for admission to be filed
promptly)
Attorney for T-Mobile Central, LLC

ANSWER

NOW COME the City of Wyandotte, Wyandotte City Council, Robert A. DeSana, Gregory J. Mayhew and Jesus Plasencia (“Defendants”) and in Answer to Plaintiffs Complaint, state as follows:

1. No response is required to the stated opinion as being immaterial.

Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

2. No response is required to the stated opinion as being immaterial.

Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

3. No response is required to the stated opinion as being immaterial.

Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

4. The allegations are not addressed and do not apply to the Defendants and

Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

5. The allegations are not addressed and do not apply to the Defendants and

Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

6. Defendants deny any allegations of wrongdoing by Gregory J. Mayhew

and deny the allegation that the building permit was illegally issued. As to the remainder of the allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs.

7. Defendants deny the City Engineer illegally issued the permit and

Certificate of Occupancy in an ultra vires act and further denies Plaintiffs conclusions of law concerning the City's Zoning Ordinance and application of MCL 125.3514.

8. Defendants deny the Plaintiffs conclusion of law concerning MCL 125.3514 and its application to the Zoning Ordinance. As to the remainder of Plaintiffs allegations, the Defendants neither admit nor deny and leave Plaintiffs to their proofs.
9. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.
10. Defendants deny the impertinent characterizations of Defendants actions. Defendants deny all allegations of wrongdoing set forth therein and deny the allegations of an illegal permit and Certificate of Occupancy.
11. Defendants deny the impertinent characterizations of Defendants actions and further state said allegations are immaterial as submitted. Defendants deny all allegations of wrongdoing set forth therein.
12. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.
13. Defendants deny Gregory J. Mayhew illegally issued the building permit and Certificate of Occupancy in an ultra vires act and state the retirement

of Gregory J. Mayhew was not related to the facts of this case and said allegation is immaterial.

14. Defendants deny the impertinent characterizations of Defendants actions and further state said allegations are immaterial as submitted. Defendants deny all allegations of wrongdoing set forth therein. Defendants further deny Plaintiffs conclusions of law and deny any nuisance per se.

15. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

16. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

17. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

18. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

19. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

20. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

21. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

22. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

23. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

24. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

25. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

26. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

27. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

28. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

29. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

30. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

31. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

32. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

33. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

34. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

35. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

36. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

37. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

38. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.

39. Admitted.

40. Defendants admit Robert A. DeSana is a resident and the current Mayor of the City of Wyandotte and has held the position of a City Council Member and Mayor Pro Tempore. Defendants deny the permit granted to T-Mobile is illegal and deny all allegations of wrongdoing by Defendants. Defendants deny the allegations that the Mayor has refused to exercise his legal duties and denies the conclusions of law as set forth therein and leave Plaintiffs to their proofs.

41. Defendants state the legislative authority of the city is vested in a council of the Mayor and six council persons.

42. Defendants deny all allegations of wrongdoing concerning Gregory J. Mayhew. Defendants admit Gregory J. Mayhew is the former City Engineer and did approve issuance of the permit.

43. Defendants deny any allegations that Gregory J. Mayhew retired as a result of the facts of this case and further state said allegation is immaterial. Defendants admit Jesus Plasencia is the City Engineer. As to the remainder of the allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

44. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

45. Defendants assert that the appropriate venue and jurisdiction for this matter is the Federal Court in the Eastern District of Michigan.

46. Defendants assert that the appropriate venue and jurisdiction for this matter is the Federal Court in the Eastern District of Michigan.

47. Defendants assert that the appropriate venue and jurisdiction for this matter is the Federal Court in the Eastern District of Michigan.

48. Defendants incorporate by reference all its answers set forth above.

49. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

50. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

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89. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

90. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

91. Defendants admit T-Mobile filed an application with the City of Wyandotte. As to the remainder of the allegations contained therein, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

92. Defendants neither admit nor deny the allegations set forth therein and leave Plaintiffs to their proofs and further state that the permit contents speak for themselves. Defendants deny any allegations of wrongdoing by Defendants.

93. Defendants neither admit nor deny the allegations set forth therein and leave Plaintiffs to their proofs and further state that the permit contents speak for themselves. Defendants deny any allegations of wrongdoing by Defendants.

94. Defendants admit Gregory J. Mayhew examined the T-Mobile application. Defendants deny the conclusions of law asserted and further state that both State and Federal law provisions must be reviewed together with the city's Zoning Ordinance. Defendants deny any allegation of wrongdoing. The terms of the Zoning Ordinance speak for themselves.

95. Defendants admit the City Engineer approved T-Mobile's application and as to the remainder of the allegations, Defendants neither admit nor deny and leave Plaintiffs to their proofs. Defendants further state that the terms of the referenced document speak for themselves. Defendants deny any allegations of wrongdoing by Defendants.

96. Defendants deny all allegations of wrongdoing contained therein and further state the decision of the City Engineer was lawful and proper.

97. Defendants deny all of Plaintiffs conclusions of law and further states Plaintiffs do not include all relevant sections of the laws referenced therein. Defendants neither admit nor deny the remaining allegations and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

98. Defendants deny Plaintiffs conclusions of fact and law and further state the approval of the application was legal and proper. Defendants deny any allegations of wrongdoing by Defendants.

99. Defendants deny all allegations of wrongdoing contained therein as untrue.

100. Admitted.

101. Defendants admit §190.307(II) addresses towers and antennas for wireless communication facilities and as to the remainder of Paragraph 101, no allegations are made and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants state the terms of the referenced ordinances speak for themselves. Defendants deny any allegations of wrongdoing by Defendants and Defendants further state that the provisions of this section do not apply to the facts of this case.

102. Admitted. Defendants further state that the provisions of this section do not apply to the facts of this case.

103. Defendants admit §190.306(B) of the city's Zoning Ordinance addresses public hearings for special land uses. As to the remainder of the allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

104. Defendants deny all allegations of wrongdoing alleged. Defendants admit no public hearing was held for the reason none was required in this case pursuant to the provisions of MCL 125.3514.

105. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

106. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

107. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to

their proofs. Defendants deny any allegations of wrongdoing by Defendants.

108. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

109. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

110. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

111. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

112. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to

their proofs. Defendants deny any allegations of wrongdoing by Defendants.

113. Defendants deny any allegations of illegal or unjustified basis for the city's decision. Defendants further state the terms of Exhibit G speak for themselves.

114. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

115. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

116. Defendants admit the police department received a call for service to the meeting location. As to the remainder of the allegations in their form, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

117. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to

their proofs. Defendants deny any allegations of wrongdoing by Defendants.

118. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

119. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

120. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

121. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

122. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to

their proofs. Defendants deny any allegations of wrongdoing by Defendants.

123. Defendants deny Plaintiffs conclusions of law and state the permit was lawfully issued. As to the remainder of Plaintiffs allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

124. Defendants deny Plaintiffs conclusions of law and state the permit and Certificate of Occupancy were validly approved. As to the remainder of the allegations set forth therein, Defendants neither admit nor deny and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

125. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants. Defendants deny the permit and Certificate of Occupancy are illegal.

126. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

127. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.
128. Defendants deny the permit is void and illegal. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.
129. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.
130. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.
131. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

132. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

133. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

134. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

135. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

136. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

137. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

138. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

139. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

140. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

141. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

142. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

143. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

144. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

145. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

146. Defendants deny the permit and Certificate of Occupancy are illegal and denies Plaintiffs conclusions of law. As to the remainder of the allegations contained therein, Defendants neither admit nor deny the

same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

147. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

148. Defendants admit there was a City Council meeting on May 8, 2023, and state Defendants have no legal authority to revoke the permit. As to the remainder of the allegations contained therein, Plaintiffs neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

149. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

150. Defendants deny any allegations of illegality and deny that Defendants are not enforcing their Zoning Ordinance. As to the remainder of the allegations contained therein, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

151. Defendants deny it has failed to enforce its ordinances and denies they have abandoned the residents. As to the remainder of the allegations contained therein, Plaintiffs neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

152. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

153. Defendants deny any illegal wireless facility and deny the facility is prohibited by the city ordinance and federal and state law and denies any ultra vires act. As to the remainder of Plaintiffs allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

154. Defendants deny the facility is illegal. As to the remainder of Plaintiffs allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

155. Defendants incorporate herein by reference all its answers set forth above.

156. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.
157. Defendants state the proper jurisdiction for this dispute is the Federal Court in the Eastern District of Michigan and leave Plaintiffs to their proofs.
158. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.
159. Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing that may be contained therein.
160. Defendants deny any nuisance per se and any allegations of wrongdoing by Defendants. As to the remainder of Plaintiffs allegations, Defendants neither admit nor deny the same and leave Plaintiffs to their proofs.
161. Defendants admit that §190.307(II) of the city Zoning Ordinance applies to towers and antennas for wireless communication facilities together with MCL 125.3514 and applicable federal law and regulations.

Defendants deny Plaintiffs conclusions of law contained therein.

Defendants deny any allegations of wrongdoing by Defendants.

162. Admitted.

163. Admitted.

164. Admitted.

165. Defendants neither admit nor deny Plaintiffs conclusions of law and leaves Plaintiffs to their proofs.

166. Defendants deny the allegations.

167. Defendants deny the allegations.

168. Defendants deny the allegations.

169. Defendants deny the allegations.

170. Defendants deny a nuisance per se exists and deny any violation of the Zoning Ordinance. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

171. Defendants deny a nuisance per se exists and deny any violation of the Zoning Ordinance. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and

leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

172. Denied.

173. Denied.

174. Denied.

175. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

176. Denied that the Plaintiffs are aggrieved or have been adversely affected by Defendants actions. Defendants deny all allegations of wrongdoing set forth therein and leave Plaintiffs to their proofs.

177. Defendants incorporate herein by reference all its answers set forth above.

178. Defendants deny all allegations.

179. Defendants deny all allegations of illegal actions by Defendants. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

180. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

181. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

182. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

183. Defendants deny allegations of illegality. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants..

184. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

185. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

186. Defendants neither admit nor deny Plaintiffs conclusions of law and leaves Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

187. Defendants neither admit nor deny Plaintiffs conclusions of law and leaves Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

188. Defendants state the provisions of MCL 600.2940 speak for themselves and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

189. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

190. Defendants deny all allegations of wrongdoing alleged including but not limited to intentional and unreasonable invasion of property rights.

Defendants deny a nuisance per se exists and denies any violation of the city's Zoning Ordinance.

191. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

192. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

193. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

194. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

195. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to

their proofs. Defendants deny any allegations of wrongdoing by Defendants.

196. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

197. Admitted. Defendants further state the Zoning Ordinance is subject to applicable Federal and State Law provisions.

198. The allegations are not addressed and do not apply to the Defendants and Defendants neither admit nor deny the same and leave Plaintiffs to their proofs. Defendants deny any allegations of wrongdoing by Defendants.

199. Denied.

200. Denied.

WHEREFORE Defendants request that Plaintiffs Complaint be dismissed with prejudice and that costs and attorney fees be awarded to the Defendants.

Dated: June 23, 2023

/s/ William R. Look
William R. Look, P28563
Attorney for Defendants,
City of Wyandotte,
Robert A. DeSana,
Jesus Plasencia,
Gregory J. Mayhew,
Wyandotte City Council
2241 Oak Street
Wyandotte, MI 48192
(734) 285-6500
williamrlookpc@outlook.com

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2023, I served the foregoing document via the Court's ECF upon all counsel of record.

William R. Look, P.C.

/s/ William R. Look
William R. Look, P28563
Attorney for Defendants,
City of Wyandotte,
Robert A. DeSana,
Jesus Plasencia,
Gregory J. Mayhew
Wyandotte City Council
2241 Oak Street
Wyandotte, MI 48192
(734) 285-6500
williamrlookpc@outlook.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

KATHRYN TEETS, LISA BECK
AND MELISSA WAARA,

Plaintiffs,

Case No.: 2:23-cv-11362
Hon.: Mark A. Goldsmith

Vs.

WYANDOTTE PUBLIC SCHOOL DISTRICT,
CITY OF WYANDOTTE, WYANDOTTE BOARD
OF EDUCATION, WYANDOTTE CITY COUNCIL,
ROBERT A. DESANA, T-MOBILE CENTRAL LLC,
DR. CATHERINE M. COST, KENNETH LAUB,
JESUS PLASENCIA, GREGORY J. MAYHEW,
MICHAEL SWIECKI, CYNTHIA KINNEY,
STEPHANIE MIELLO, KATHRYN BEDIKIAN,
DANA BROWNING, ROBERT KIRBY, PATRICK SUTKA,
THERESA CRNKOVICH, KATHLEEN KANE,
CAROLYN MARTINEX, FRANK TARNOWSKI and
KELLY WEBBER,

Defendants.

Joshua Castmore (P76326)
Attorney for Plaintiffs
CASTMORE LAW, PLLC
2475 8th Street
Wyandotte, MI 48192
(313) 608-4511

Christyn M. Scott (P67485)
Howard B. Iwrey (P39635)
DYKEMA GOSSETT PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0700

Robert J. Berg
Attorney for Plaintiffs
LAW OFFICE OF ROBERT J. BERG
PLLC
17 Black Birch Ln.
Scarsdale, NY 10583
(914) 422-9455

MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO, P.C.
T. Scott Thompson
555 12th Street NW, Suite 1100,
Washington, DC 20004
(202) 434-7440

Kevin T. Sutton (P65364)
Attorney for School District Defendants
MILLER JOHNSON
500 Woodward Avenue, Suite 2800
Detroit, MI 48226
(313) 672-6930

John T. Eads, III (P43815)
GORDON REES SCULLY
MANSUKHANI
Co-Counsel for School District Defendants
3700 Woodward Avenue, Suite 225
Bloomfield Hills, MI 48304

William R. Look (P28563)
WILLIAM R. LOOK, P.C.
Attorney for Defendants,
City of Wyandotte,
Robert A. DeSana,
Jesus Plasencia,
Gregory J. Mayhew,
Wyandotte City Council
2241 Oak Street
Wyandotte, MI 48192
(734) 285-6500

Alain P. Mathieu
One Financial Center
Boston, MA 02111
(617) 348-1895
(Admitted only in Massachusetts;
Application for admission to be filed
promptly)
Attorney for T-Mobile Central, LLC

AFFIRMATIVE DEFENSE

NOW COME the City of Wyandotte, Wyandotte City Council, Robert A. DeSana, Gregory J. Mayhew and Jesus Plasencia (“Defendants”) and assert the following affirmative defense:

1. Defendants have complied with the requirements of the City Ordinance, State Zoning Enabling Act including MCL 125.3514, and Federal Laws

and Regulations including 47 USC 332 and at all times acted in good faith and reasonably.

2. Plaintiffs lack of standing to bring a claim under MCL 125.3407 because Plaintiffs have no actionable special damages.
3. Plaintiffs have failed to state a valid cause of action.
4. Res Judicata. The determination that the provisions of MCL 125.3514 preempted the City's Zoning Ordinance Special Land Use and District provisions was originally made by a City of Wyandotte's Zoning Board of Appeals decision on December 3, 2014 concerning an application of Verizon Wireless to attach their antenna to a building not in an industrial district. Defendants may not discriminate among providers of equivalent services pursuant to 47 USC 332(7)(B)(i)(I).
5. The time limits set forth in MCL 125.3514 and 47 USC 332.
6. Governmental immunity including MCL 691.1407.

Dated: June 23, 2023

/s/ William R. Look

William R. Look, P28563
Attorney for Defendants,
City of Wyandotte,
Robert A. DeSana,
Jesus Plasencia,
Gregory J. Mayhew,
Wyandotte City Council
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Jesus Plasencia,
Gregory J. Mayhew
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